

ASSIGNEE'S LEGAL QUALIFICATIONS

YES NO

5. (b) Does the applicant or any party to this application, own or have any interest in a daily newspaper or cable television system? ☐ XX
- (c) Does the applicant or any party to this application have an ownership interest in, or is an officer, director or partner of, an investment company, bank, or insurance company which has an interest in a broadcast station, cable system or daily newspaper? ☐ XX

If the answer to questions 5(b) or (c) is Yes, attach as Exhibit No. DNA, a full disclosure concerning persons involved, the nature of such interest, the media interest and its location.

OTHER BROADCAST INTERESTS

6. Does the applicant or any party to this application have any interest in or connection with the following?

- (a) an AM, FM or TV broadcast station? ☒ X ☐
- (b) a broadcast application pending before the FCC? ☒ X ☐

7. Has the applicant or any party to this application had any interest in or connection with the following:

- (a) an application which has been dismissed with prejudice by the Commission? ☐ ☒ X
- (b) an application which has been denied by the Commission? ☐ ☒ X
- (c) a broadcast station, the license which has been revoked? ☐ ☒ X
- (d) an application in any Commission proceeding which left unresolved character issues against the applicant? ☐ ☒ X
- (e) If the answer to any of the questions in 6 or 7 is Yes, state in Exhibit No. 3, the following information: ☐ ☐

- (i) Name of party having such interest;
- (ii) Nature of interest or connection, giving dates;
- (iii) Call letters of stations or file number of application, or docket number;
- (iv) Location.

8. (a) Are any of the parties to this application related to each other (as husband, wife, father, mother, brother, sister, son or daughter)? ☐ ☒ X
- (b) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of any party to this application have any interest in or connection with any other broadcast station or pending application? ☒ X ☐

If the answer to (a) or (b) above is Yes, attach as Exhibit No. 4, a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.

YES NO

9. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

☐ ☒

If Yes, provide particulars as Exhibit No. DNA

10. Do documents, instruments, agreements or understandings for the pledge of stock of a corporate applicant, as security for loans or contractual performance, provide that (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of stockholder rights by the purchaser at such sale, the prior consent of the Commission (pursuant to 47 U.S.C. 310(d)) will be obtained?

☒ ☐

If No, attach as Exhibit No. DNA a full explanation.

Section III

ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The applicant certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the facilities for three months.
2. The applicant certifies that: (a) it has a reasonable assurance of a present firm intention for each agreement to furnish capital or purchase capital stock by parties to the application, each loan by banks, financial institutions or others, and each purchase of equipment on credit; (b) it can and will meet all contractual requirements as to collateral, guarantees, and capital investment; (c) it has determined that all such sources (excluding banks, financial institutions and equipment manufacturers) have sufficient net liquid assets to meet these commitments.

☒ ☐☒ ☐

SECTION IV

ASSIGNEE'S PROGRAM SERVICE STATEMENT

FOR AM AND FM APPLICANTS

1. Attach as Exhibit No. 5 a brief description, in narrative form, of the planned programming service relating to the issues of public concern facing the proposed service area.

~~FOR TELEVISION APPLICANTS DOES NOT APPLY~~2. ~~Ascertainment of Community Needs.~~

- A. ~~State in Exhibit No. _____ the methods used by the applicant to ascertain the needs and interests of the public served by the station. Such information shall include (1) identification of representative groups, interests and organizations which were consulted and (2) the major communities or areas which applicant principally undertakes to serve.~~
- B. ~~Describe in Exhibit No. _____ the significant needs and interests of the public which the applicant believes its station will serve during the coming license period, including those with respect to national or international matters.~~
- C. ~~List in Exhibit No. _____ typical and illustrative programs or program series (excluding Entertainment and News) that applicant plans to broadcast during the coming license period to meet those needs and interests.~~

3. State the minimum amount of time, between 6:00 a.m. and midnight, the applicant proposes to normally devote each week to the program types listed below (see definitions in instructions). Commercial matter, within a program segment, shall be excluded in computing the time devoted to that particular program segment, e.g., a 15-minute news program containing three minutes of commercial matter, shall be computed as a 12-minute news program.

	HOURS	MINUTES	% of TOTAL TIME ON AIR
NEWS	_____	_____	_____
PUBLIC AFFAIRS	_____	_____	_____
ALL OTHER PROGRAMS (Exclusive of Sports and Entertainment)	_____	_____	_____
LOCAL PROGRAMMING	_____	_____	_____

4. State the maximum amount of commercial matter the applicant proposes to allow normally in any 60-minute segments: _____
5. State the maximum amount of commercial matter the applicant proposes to allow normally in a 60-minute segment between the hours of 6 p.m. to 11 p.m. (5 p.m. to 10 p.m. Central and Mountain Times): _____
- (a) State the number of hourly segments per week this amount is expected to be exceeded, if any: _____
6. State in Exhibit No. _____, in full detail, the reasons why the applicant would allow the amount of commercial matter stated in Question 4 and 5 above to be exceeded.

SECTION V

ASSIGNEE'S EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

YES NO

1. Does the applicant propose to employ five or more fulltime employees?

☐ ☒

If the answer is Yes, the applicant must include an EEO program called for in the Model EEO Program. (FCC Form 396-A).

SECTION VI

Part I — Assignor

ASSIGNOR'S CERTIFICATION

1. Has or will the assignor comply with the public notice requirement of Section 73.3580 of the Rules?

☒ YES ☐ NO

The **ASSIGNOR** acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The **ASSIGNOR** represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the **ASSIGNOR** has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT
U.S. CODE, TITLE 18, Section 1001**

I certify that the assignor's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 15th day of June, 19 92

MEGAHYPE BROADCASTING PARTNERSHIP

Name of Assignor



Signature

GENERAL PARTNER

Title

SECTION VI

Part II — Assignee

ASSIGNEE'S CERTIFICATION

The **ASSIGNEE** hereby waives any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended).

The **ASSIGNEE** acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The **ASSIGNEE** represents that this application is not filed by it for the purpose of impeding, obstructing or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the **ASSIGNEE** has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT.
U.S. CODE, TITLE 18, SECTION 1001.**

I certify that the assignee's statements in this application are true, complete, and correct to the best of my knowledge and belief, and were made in good faith.

Signed and dated this 15th day of JUNE 19 92

CAROLINA COMMUNICATIONS

Name of Assignee



Signature

GENERAL PARTNER

Title

**FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT
AND THE PAPERWORK REDUCTION ACT**

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The principal purpose for which the information will be used is to determine if the benefit requested is consistent with the public interest. The staff, consisting variously of attorneys, accountants, engineers, and application examiners, will use the information to determine whether the application should be granted, denied, dismissed, or designated for hearing. If all the information requested is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Accordingly, every effort should be made to provide all necessary information. Your response is required to obtain the requested authority.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552(e)(3) AND THE PAPERWORK REDUCTION ACT P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

ANTI-DRUG ABUSE ACT CERTIFICATION

The Assignor, Megahype Broadcasting Partnership, and the Assignee, Carolina Communications, both certify that no party to this application is subject to a denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. 853a.

EXHIBIT 1

CONTRACT OF SALE

STATE OF NORTH CAROLINA)
)
COUNTY OF NEW HANOVER)

CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 15th day of June 1992, by and between Megahype Broadcasting Partnership (hereinafter "Seller") and Carolina Communications (hereinafter "Buyer").

WHEREAS, Seller is the licensee of FM Broadcast Station KRBG, operating on 103.1 Megahertz at Canadian, Texas; and

WHEREAS, Seller is desirous of selling the license, and associated construction permit, for FM Broadcast Station KRBG; and

WHEREAS, Buyer is desirous of purchasing Seller's license and associated construction permit for FM Broadcast Station KRBG.

NOW THEREFORE, for in consideration of the mutual promises and undertakings herein contained, the parties hereto, intending to be legally bound do hereby agree as follows:

1. Seller will sell to Buyer at Closing the license, and associated construction permit, for FM Broadcast Station KRBG upon Federal Communications Commission ("FCC") approval of this agreed upon assignment. In return for Seller's license, Buyer will discharge a debt of \$2,000.00 owed William J. Pennington, III. The discharge of this debt will provide the consideration to bind this Agreement.

2. Buyer accepts no liabilities associated with the former

operation of FM Broadcast Station KRBG.

3. Both Seller and Buyer agree to cooperate fully in working for FCC approval of the license assignment.

4. Buyer fully accepts all responsibilities for payment of both FCC and attorneys fees associated with the Agreement and prosecution of the assignment application before the FCC.

5. No inducements, representations, or warranties except as specifically set forth in this Agreement have been made by any of the parties to this Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other prior agreements or any other understandings between Buyer and Seller of whatever nature with respect to the subject matter. No provision of this Agreement shall be changed or modified, nor shall this Agreement be discharged in whole or in part, except by an agreement in writing, signed by the party against whom the change, modification, or discharge is claimed or sought to be enforced, nor shall any waiver of any of the conditions or provisions of this Agreement be effective and binding unless such waiver shall be in writing and signed by the party against whom the waiver is asserted; and no waiver of any preceding or succeeding breach of the same of any other provision. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each such counterpart were upon the same instrument.

6. Seller represents and warrants that it has the right to

enter into this Agreement, and there are no agreements expressed or implied that in any manner would prevent Seller from entering into this Agreement or would impede the Seller from meeting its obligations hereunder.

7. All notices required under this Agreement shall be in writing and shall be deemed given to addressee when mailed if mailed by prepaid, certified, first class United States mail to the address for notice of such addressee set forth below:

If to Seller: Mark Jones
Post Office Box 651
Flat River, MO 63601

If to Buyer: William J. Pennington, III
2426 Confederate Drive
Wilmington, NC 28406

8. This Agreement shall be governed by and construed with the laws of the State of North Carolina, without regard to conflicts of law principals thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WITNESS:

Tracy J. Jones

SELLER:

By:

MARK JONES
GENERAL PARTNER

BUYER:

CAROLINA COMMUNICATIONS

By:

WILLIAM J. PENNINGTON, III
GENERAL PARTNER

WITNESS:

Karen Martin

EXHIBIT 2

OTHER BROADCAST INTERESTS OF ASSIGNOR

Megahype Broadcasting Partnership, the Assignor, has no other broadcast has no other existing or pending media interests nor has it had any dismissed or denied application; or any other FCC license which has been revoked.

Mark Jones, 75.0% General Partner in Megahype Broadcasting Partnership, is 100% owner of Owensville Communications, licensee of KEZP(FM) at Bunkie, Louisiana. Other than KEZP(FM), Jones has no other media interests existing or pending, nor has he had any dismissed or denied application; or any FCC license which has been revoked.

Linda Kelly, 25.0% General Partner in Megahype Broadcasting Partnership has no other media interests existing or pending, nor has he had any dismissed or denied application, or any FCC license which has been revoked.

EXHIBIT 3

BROADCAST INTERESTS OF ASSIGNEE

Carolina Communications has no other broadcast interests.

John W. Pittman, 50.0% General Partner in Carolina Communications, is 45.0% shareholder of Pro Media, Inc., licensee of radio stations WFMO(AM)/WSTS(FM) at Fairmont, North Carolina.

William J. Pennington, III, 50.0% General Partner in Carolina Communications, is 33.3% General Partner in Deltaville Communications, permittee of a new FM Broadcast Station at Deltaville, Virginia (BPH-890609MH). In addition, he is 50.0% General Partner in Carocom Media, permittee of WDAI(FM) at Pawleys Island, South Carolina and 33.3% General Partner in Ocracoke Broadcasters, applicant for a new FM Broadcast Station at Ocracoke, North Carolina (92505ME).

BROADCAST INTERESTS OF IMMEDIATE FAMILY MEMBERS

Frankie Pittman, wife of John W. Pittman, is 33.3% shareholder in the Waccamaw Neck Broadcasting Company, permittee of FM Broadcast Station WRHA at Johnsonville, South Carolina. No other immediate family members of John W. Pittman have any interest in or connection with any other broadcast station or pending application before the Commission.

Toni T. Pennington, wife of William J. Pennington, III, is 33.3% shareholder in the Waccamaw Neck Broadcasting Company, permittee of FM Broadcast Station WRHA at Johnsonville, South Carolina. In addition, she is 25% general partner in Hurricane Communications, permittee of FM Broadcast Station WVAV at Hatteras, North Carolina. No other immediate family members of William J. Pennington, III have any interest in or connection with any other broadcast station or pending application before the Commission.

EXHIBIT 5

PROGRAMMING STATEMENT

The station will carry local news, weather, public service announcements, and other programs designed to treat the problems, needs and issues of the station's listening audience.

EXHIBIT 6

STATEMENT FOR THE RECORD

The Assignee, Carolina Communications, and its General Partners certify that they are financially qualified to consummate this transaction as well as construct the Class C1 facilities which are outlined in Megahype Broadcasting Partnership's construction permit for KRBG (BPH-890615IF).

The Assignee, upon a Commission grant of this application, will immediately begin construction on the new Class C1 facilities for KRBG.

FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

IN REPLY REFER TO:
1800B3-KEH

JUL 28 1992

Marcus Jones, General Partner
Megahype Broadcasting Partnership
400 Reuter
Flat River, Missouri 63601

In re: KRBG(FM), Canadian, Texas
Assignment of license
BAPLH-911024HO

Dear Mr. Jones:

This is in reference to the above-captioned application to assign the license of KRBG(FM), Canadian, Texas, from Megahype Broadcasting Partnership to Advent Broadcasters, Inc. Your letter, which we received on April 27, 1992, indicates that Advent Broadcasters, Inc. is no longer interested in acquiring the assets of KRBG(FM). As a result, you request that the assignment application be dismissed.

Accordingly, pursuant to your request and Section 73.3568(a) of the Commission's Rules, the subject application IS HEREBY DISMISSED.

Sincerely,

Dennis Williams
Chief, FM Branch
Audio Services Division
Mass Media Bureau

cc: Marjorie R. Esman, Esq.
Kaye Arwood

27
NINA 3 30A

**FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

IN REPLY REFER TO:
1800B3-KEH

Marcus Jones, General Partner
Megahype Broadcasting Partnership
400 Reuter
Flat River, Missouri 63601

In re: KRBG(FM), Canadian, Texas
Assignment of license
BAPLH-911024HO

Dear Mr. Jones:

This is in reference to the above-captioned application to assign the license of KRBG(FM), Canadian, Texas, from Megahype Broadcasting Partnership to Advent Broadcasters, Inc. Your letter, which we received on April 27, 1992, indicates that Advent Broadcasters, Inc. is no longer interested in acquiring the assets of KRBG(FM). As a result, you request that the assignment application be dismissed.

Accordingly, pursuant to your request and Section 73.3568(a) of the Commission's Rules, the subject application IS HEREBY DISMISSED.

Sincerely,

Dennis Williams
Chief, FM Branch
Audio Services Division
Mass Media Bureau

cc: Marjorie R. Esman, Esq.
Kaye Arwood

239

FCC MAIL SECTION
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

JUL 16 8 06 AM '92 13 JUL 1992

IN REPLY REFER TO:
1800B3-GDG

Megahype Broadcasting Partnership
c/o William J. Pennington, III, Esq.
2426 Confederate Drive
P.O. Box 4203
Wilmington, North Carolina 28406

In re: KRBG (FM) Canadian, Texas
Request to Extend Special Temporary
Authority

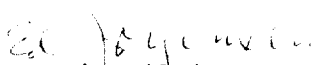
Dear Licensee:

This letter concerns the request, dated July 2, 1992, to extend the special temporary authority permitting FM Station KRBG to remain silent.

Your letter indicates that you are now entering into a contract with Carolina Communications to sell the station, and that a new application seeking the assignment to Carolina Communications "has just been recently filed." You indicate that "Carolina Communications has stated in the assignment application that it will immediately begin to construct the Class C1 facilities outlined in the KRBG construction permit upon Commission approval and consummation of the assignment." Further, your request certifies that neither Megahype Broadcasting Partnership nor any party thereto is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988.¹

Accordingly, the terms and conditions of the Commission's December 12, 1991 letter are extended through October 13, 1992.

Sincerely,


Dennis Williams
Chief, FM Branch
Audio Services Division
Mass Media Bureau

¹In the event you seek to extend this temporary authorization, please renew your certification in this matter.

WILLIAM J. PENNINGTON, III
ATTORNEY & COUNSELOR AT LAW

2426 CONFEDERATE DRIVE
POST OFFICE BOX 4203
WILMINGTON, NORTH CAROLINA 28406
TELEPHONE 919 - 762-7897

July 2, 1992

Glen Greisman
Room 332
Federal Communications Commission
1919 M Street, NW
Washington, DC 20554

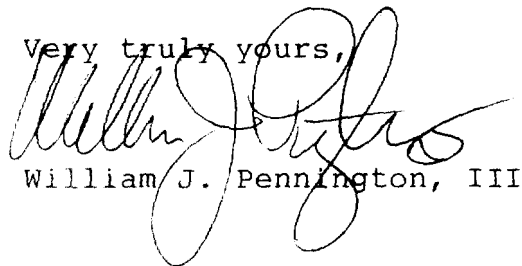
RE: Extension of Special Temporary Authorization
Allowing KRBG(FM) at Canadian, TX to Remain Silent.

Dear Glen:

As per our telephone conversation last week, please find a request for an extension of the Special Temporary Authorization allowing KRBG(FM) at Canadian, Texas to remain silent. It is requested that this authorization be extended until Commission approval of the license assignment to Carolina Communications. It is also requested that some time be given to the proposed new licensee to construct the new C1 facilities outlined in an existing construction permit. Carolina Communications does not wish to return the station to the air as a Class A facility. The construction of the upgraded facilities should not take a great deal of time as most of the equipment needed for C1 operation is already on hand and the antenna site is on an existing tower.

If you have any questions, please do not hesitate to contact this office.

Very truly yours,



William J. Pennington, III

Enc.
WJP/tlt

In the Matter of

Megahype Broadcasting Partnership
KRBG(FM), Canadian, TX

For Extension of Special Temporary
Authorization to Remain Silent

REQUEST FOR EXTENSION OF SPECIAL TEMPORARY AUTHORIZATION

1. Megahype took KRBG(FM) off the air in early 1991. The majority partner in Megahype, Mark Jones, resides in Flat River, Missouri and was not able to provide the "hands on" attention that was need for the station to be operated profitably. At this time, Megahype requested authority from the Commission to take KRBG off the air while a buyer for the facility was located. The Commission granted this Special Temporary Authority on February 27, 1992.

2. The station was immediately put on the market for sale.

On October 24, 1991, Megahype filed an application with the Commission seeking the assignment of the KRBG license and outstanding construction permit to Advent Broadcasters, Inc. (BAPLH-911024HO). During the period that the assignment application was being processed by the Commission, Advent Broadcasters, Inc. informed Megahype that they no longer had any interest in completing the assignment of the station license.

3. Megahype has since requested that the Commission dismiss the proposed assignment to Advent Broadcasters, Inc.

4. Megahype has since entered into a contract with Carolina Communications to sell the KRBG license and associated construction permit. An application seeking the assignment has just been recently filed. As of this date no file number has been assigned to the assignment application. Carolina Communications has stated in the assignment application that it will immediately begin to construct the Class C1 facilities outlined in the KRBG construction permit upon Commission approval and consummation of the assignment.

5. Megahype requests that the Special Temporary Authorization be extended for KRBG so to allow Carolina Communications time to construct the new facilities outlined in the construction permit for Class C1 operation.

6. The grant of the requested extension of Special Temporary Authorization allowing Station KRBG to remain silent would be in the public interest. KRBG, operating with Class C1 facilities, would provide much improved service to a remote and

vastly underserved area of the northeast Texas Panhandle as well as western Oklahoma.

WHEREFORE, Megahype Broadcasting Partnership respectfully requests that the Commission extend the grant of Special Temporary Authorization for Station KRBG(FM) at Canadian, Texas.

Respectfully submitted,

MEGAHYPE BROADCASTING PARTNERSHIP

By: 

William J. Pennington, III
Its Attorney

Post Office Box 4203
Wilmington, NC 28406
(919) 762-7897

June 30, 1992

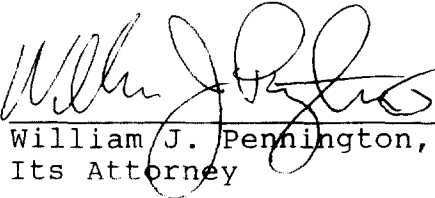
ANTI-DRUG ABUSE ACT CERTIFICATION

The applicant, Megahype Broadcasting Partnership, certifies that no party to this application is subject to a denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. 853a.

Respectfully submitted,

MEGAHYPE BROADCASTING PARTNERSHIP

By:

A handwritten signature in dark ink, appearing to read 'William J. Pennington, III', is written over a horizontal line.

William J. Pennington, III
Its Attorney